



**Registration of a Charge**

Company Name: **AVANT HOMES (SCOTLAND) LIMITED**

Company Number: **SC024489**



Received for filing in Electronic Format on the: **31/08/2022**

XBBKAU3C

**Details of Charge**

Date of creation: **29/08/2022**

Charge code: **SC02 4489 0288**

Persons entitled: **JOHN LYNCH (BUILDERS) LIMITED**

Brief description: **ALL AND WHOLE THOSE TWO PLOTS OR AREAS OF GROUND AT JACKTON, EAST KILBRIDE SHOWN I) SHADED ORANGE, AND II) SHADED BLUE ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE HERETO BEING PART AND PORTION OF ALL AND WHOLE THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER LAN243486.**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MORTON FRASER LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 24489

Charge code: SC02 4489 0288

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th August 2022 and created by AVANT HOMES (SCOTLAND) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2022 .

Given at Companies House, Edinburgh on 31st August 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

STANDARD SECURITY

by

AVANT HOMES (SCOTLAND)  
LIMITED

in favour of

JOHN LYNCH (BUILDERS) LIMITED

relative to

Property: Two areas at Jackton East  
Kilbride (Parts of LAN243486)

2022

**MORTON FRASER**   
LAWYERS

We, **AVANT HOMES (SCOTLAND) LIMITED**, incorporated under the Companies Acts (Registered Number SC024489) and having our Registered Office at Argyll Court, The Castle Business Park, Stirling, FK9 4TT (in this Standard Security called the "**Granter**")

IN SECURITY of:

(1) the performance of the Infrastructure Works which failing payment of the Infrastructure Works Costs (Outstanding) in terms of and pursuant to the missives between us, the Granter, and **JOHN LYNCH (BUILDERS) LIMITED** incorporated under the Companies Acts (Company Number SC060799), and having their Registered Office at East Brockloch Farm, Maybole, Ayrshire KA19 8ED (in this Standard Security called the "**Creditor**", which shall include, in substitution, any assignee(s) of the interest of the grantee of this standard security) comprising formal letters between Morton Fraser LLP, solicitors, Glasgow on behalf of the Creditor and Gillespie Macandrew LLP, solicitors, Glasgow on behalf of the Granter dated 13 and 31 March, 9 April, 31 July, and 3 August all 2020 (as such missives have been and may be varied from time to time), relative to inter alia the Property aftermentioned (such missives being, in this Standard Security, called the "**Missives**"); and

(2) the payment by us, the Granter, to the Creditor of any damages due by us to the Creditor relative to:

(i) any breach by us, the Granter, of the Missives; or

(ii) any failure by us, the Granter, to comply with, or to perform, our obligations under the Missives,

HEREBY GRANT a Standard Security in favour of the Creditor over ALL and WHOLE those two plots or areas of ground at Jackton, East Kilbride shown i) shaded orange, and ii) shaded blue on the plan annexed and executed as relative hereto being PART AND PORTION of ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number LAN243486;

Together with the heritable fittings and fixtures therein and thereon, the parts privileges and pertinents thereof, the whole other rights exclusive, mutual, common or otherwise pertaining thereto, and the Granter's whole right title and interest present and future therein and thereto (which whole subjects secured by this security are in this Standard Security called the "**Property**");

The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variations thereof operative for the time being shall apply, but amended and supplemented as follows:

(1) standard conditions 1,2,4,5,11 and (to the extent relating to the expenses of the preparation and execution of this standard security) 12, shall not apply; and

(2) we the Granter shall, in addition to the specific circumstances set out in standard condition 9(1), be taken to be default for the purposes of standard condition 9(1) if:

(i) we, the Granter, fail to comply with or to perform any of our obligations in terms of the Missives; or

(ii) our insolvency occurs; or

(iii) we, the Granter, fail to pay any damages due by us to the Creditor relative to (a) any breach by us of the Missives or (b) any failure by us to comply with, or to perform, our obligations under the Missives,

And we, the Granter, accept and agree that Section 18 of the Conveyancing and Feudal Reform (Scotland) Act 1970 shall not apply to this Standard Security, with the consequence that we, the Granter, shall not be entitled to redeem this Standard Security;

And we the Creditor agree that the Granter is entitled without the consent of the Creditor to (and the Standard Conditions are amended to the extent, if any, necessary to allow the Granter to):- (a) register

over the Property a deed or deeds of conditions in its standard form dealing with inter alia (i) regulation of use of the residential units erected or to be erected on the Property and any common areas and granting access and services rights to them, (ii) granting rights over, and regulating contributions to the cost of maintenance of, common areas, and (iii) including such other terms and conditions and the grant of and reservation of rights of the sort normally included in developers' deeds of conditions as the Granter, acting reasonably, wishes to include and (b) grant to statutory undertakers and others such servitude rights as are required to service the Granter's development on the Property;

And we, the Granter, accept that the Creditor shall be entitled, without requiring to obtain the consent of the Granter, to assign the Creditor's rights under this Standard Security to any person to whom the Creditor assigns its rights and obligations under the Missives;

And we, the Granter agree not to create a prior or subsequent security over the Property or any part thereof nor to assign or convey our interest in the Property or any part thereof without the prior written consent of the Creditor;

And we, the Granter agree that any Certificate signed by the Creditor shall in the absence of manifest error be conclusive evidence of the sums due hereunder;

And we, the Granter, grant warrandice: IN WITNESS WHEREOF these presents consisting of this and the preceding page, together with the plan annexed and executed as relative hereto, are executed as follows:-

For AVANT HOMES (SCOTLAND) LIMITED

Signature of

Witness

PAULINE KIRTON-VAUGHAN

Full name of above (print)

5 ATHOLL CRESCENT

EDINBURGH

EH3 8EJ

Address of Witness

Signature of KENNETH IRONS ATTORNEY CONFIRM  
TO THE UNDERSIGNED POWER OF ATTORNEY  
Authorised Signatory

KENNETH IRONS

Full name of above (print)

23/8/22

Date of Signing

EDINBURGH

Place of Signing

AND THAT CONFIRM TO POWER OF ATTORNEY GRANTED BY THE SAID  
AVANT HOMES (SCOTLAND) LIMITED IN FAVOUR OF INTER ALIA THE  
SAID KENNETH IRONS DATED 24 APRIL 2019

